

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

TERESA WILLIAMSON,

Plaintiff,

vs.

No. 1:15-cv-958

METROPOLITAN PROPERTY AND
CASUALTY INSURANCE COMPANY,

Defendant.

**NOTICE OF REMOVAL TO THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

COME NOW Defendant, Metropolitan Property and Casualty Insurance Company, (“Defendant”), by and through its attorneys of record, Butt Thornton & Baehr PC (James H. Johansen and Amy E. Headrick), and hereby files its Notice of Removal respectfully petitioning the Court, pursuant to, for the affirmation of removal of this action from the Second Judicial District Court of Bernalillo County, State of New Mexico, to the United States District Court for the District of New Mexico on the following grounds:

1. Plaintiff filed this civil action against Defendant in the Second Judicial District Court, County of Bernalillo, State of New Mexico, Case No. D-202-CV-2015-07436. Pursuant to D.N.M. LR-CIV 81.1, a copy of the Complaint, along with copies of all records and proceedings are attached hereto as **Exhibit A**.

2. According to the Complaint, filed September 22, 2015, Plaintiff is a citizen and resident of the County of Bernalillo, State of New Mexico. [Complaint at ¶1].

3. Metropolitan Property and Casualty Insurance Company is a foreign corporation, incorporated in the state of Rhode Island with its principal place of business in the state of Rhode Island, thus Metropolitan Property and Casualty Insurance Company is a citizen of the state of Rhode Island for the purposes of diversity citizenship under 28 U.S.C. § 1332.

4. Defendant Metropolitan Property and Casualty Insurance Company was served with the Complaint in this matter, through the New Mexico Superintendent of Insurance, effective September 28, 2015.

5. Complete diversity of citizenship exists between Plaintiff and Defendant.

6. The Complaint alleges five counts against Defendant, including (1) breach of contract; (2) breach of the covenant of fiduciary duty; (3) breach of covenant of good faith and fair dealing; (4) violations of the Trade Practices and Fraud Article of the Insurance Code, NMSA § 59A-16-20(C), (E); and (5) Violation of the Unfair Practices Act, NMSA § 57-12-2(D)(17). [Complaint at ¶¶27-49].

7. Plaintiff made a demand in this case for \$207,000.00 in “new money” on July 14, 2015, attached hereto as **Exhibit B**.

8. Plaintiff’s Complaint seeks damages in the amount of \$207,000.00 on Count I, breach of contract. Plaintiff seeks additional damages for an unspecified amount on the remaining counts. [Complaint at page 8, Prayer for Relief].

9. Although Defendant does not admit Plaintiff has been damaged in any amount as the result of the actions of Defendant, the amount in controversy of Plaintiff’s claim as indicated on the face of Plaintiff’s Complaint exceeds \$75,000.00. Therefore, the amount in controversy requirement of this Court is satisfied.

10. Plaintiff's Complaint is a civil action over which this Court has jurisdiction pursuant to 28 U.S.C. §1332 and which is removable by Defendant under the provisions of 28 U.S.C. §1441 in that:

- a. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs; and
- b. The matter in controversy is between citizens of different states.

11. This Notice of Removal was filed with this Court within thirty (30) days after Plaintiff's Complaint was served.

12. Defendant, immediately upon the filing of this original Notice of Removal, gave written notice of the filing as required by 28 U.S.C. §1446 (D) and filed a copy thereof with the Clerk of the Second Judicial District Court, County of Bernalillo, State of New Mexico, the Court from which this action is removed.

13. This Notice of Removal is signed pursuant to Fed. R. Civ. P. 11.

WHEREFORE, Defendant Metropolitan Property and Casualty Insurance Company requests that the above-entitled action remain in this United States District Court for the District of New Mexico.

Respectfully Submitted,

BUTT THORNTON & BAEHR PC

/s/ James H. Johansen

James H. Johansen

Amy E. Headrick

*Attorney for Defendant, Metropolitan
Property and Casualty Insurance Company*
P.O. Box 3170
Albuquerque, NM 87190-3170
Telephone: (505) 884-0777

I hereby certify that on the 26th day of October, 2015,
I filed the foregoing electronically through the
CM/ECF system, which caused the following
counsel to be served by e-mail; and electronic
means, as more fully reflected on the Notice
of Electronic filing:

Thomas J. Mescall
Mescall Law Firm, P.C.
5201 Constitution Ave. NE
Albuquerque, NM 87110
Telephone: (505) 765-5548
tom@mescalllaw.com

/s/ James H. Johansen
James H. Johansen